

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 5					
2. AMENDMENT/MODIFICATION NO. 99		3. EFFECTIVE DATE December 20, 2006		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)					
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)				9A. AMENDMENT OF SOLICITATION NO.			
								9B. DATED (SEE ITEM 11)			
				X				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C			
								10B. DATED (SEE ITEM 13) 1/1/04			
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429									
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>											

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated	Shared	Award Fee	Potential	Contract	Total Sum
	<u>Estimated Cost</u>	<u>Savings</u>	<u>Earned</u>	<u>Award Fee</u>	<u>Value</u>	<u>Allotted</u>
Prev. Base Total	\$683,176,746	\$0	\$22,922,532	\$16,563,791	\$722,663,069	\$598,063,232
This Modification	\$673,580	\$0	\$0	\$40,415	\$713,995	\$0
Rev. Base Total	\$683,850,326	\$0	\$22,922,532	\$16,604,206	\$723,377,064	\$598,063,232

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Beverly G. Hayes, FEDCOM BU Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR  for /s/ Jill C. Watkins  (Signature of person authorized to sign)	15C. DATE SIGNED  December 20, 2006	16B. UNITED STATES OF AMERICA  BY /s/ Jeffrey S. Jackson  (Signature of Contracting Officer)	16C. DATE SIGNED  December 20, 2006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

The purpose of this modification is to definitize the following Contractor proposals:

1. SAIC-P-026, entitled "Marshall Space Flight Center (MSFC) Documentation Repository Support"
2. SAIC-P-027, entitled "Strategic Planning and Technology Evaluation Support"

These proposals are definitized as part of one modification based on the common start date of January 15, 2007, and for administrative convenience. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$1,395,705. This increase is by \$673,580 (from \$181,004,214 to \$181,677,794) for Option Year 1 reflected as CLIN 003 in paragraph (b), and by \$722,125 (from \$177,655,700 to \$178,377,825) for Option Year 2 reflected in paragraph (b) as CLIN 005. The total of Potential Award Fee is increased by \$83,743. This increase is by \$40,415 (from \$10,864,973 to \$10,905,388) for Option Year 1 reflected as CLIN 003 in paragraph (b) and by \$43,328 (from \$10,664,060 to \$10,707,388) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are further allocated by proposal and contract year as follows:

Paragraph (a) (Option Year 1)

<u>Contractor Proposal</u>	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
SAIC-P-026		
1/15/07 - 6/30/07	\$204,334	\$12,260
7/01/07 - 12/31/07	\$204,333	\$12,260
SAIC-P-027		
1/15/07 - 6/30/07	\$132,457	\$ 7,948
7/01/07 - 12/31/07	\$132,456	\$ 7,947
TOTAL	\$673,580	\$40,415

Paragraph (b)

<u>Contractor Proposal</u>	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
SAIC-P-026	\$437,144	\$26,229
SAIC-P-027	\$284,981	\$17,099
TOTAL	\$722,125	\$43,328

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.
- C. Under Section B, Clause B.6, Contract Funding, an amount of \$15,156 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 75% of the Potential Award Fee for the periods 7/1/06 to 12/31/06 and 1/1/07 to 6/30/07. Contractor billing of provisional award fee for any period shall not exceed 75% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will not result in a revised coverage date.
- D. Attachment J-1, Performance Work Statement, is revised to reflect incorporation of the efforts for which this contract action is executed. The effort delineated herein shall commence on January 15, 2007. The specific PWS sections revised by this modification are as follows:

<u>PWS Section</u>	<u>Title</u>	<u>Pages</u>
2.2	Strategic Planning and Technology Evaluation	J-1-7
5.6	Documentation Repository Services	J-1-77

- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the following proposals:
1. SAIC-P-026, entitled "Marshall Space Flight Center (MSFC) Documentation Repository Support"
  2. SAIC-P-027, entitled "Strategic Planning and Technology Evaluation Support"

It is noted that the definitization amounts associated with proposals SAIC-P-026 and SAIC-P-027 exceed the \$550,000 threshold requiring submission of a Small Business Subcontracting Plan. Therefore, the plan will be submitted recognizing the costs associated with definitization of both proposals delineated above. This plan is not numbered but is incorporated as part of Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.

- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$713,995 (from \$722,663,069 to \$723,377,064) in recognition of the actions taken in (A) through (E) above.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2  
B-3  
B-5  
B-8  
J-1-7  
J-1-77  
N/A

Page(s) Added

B-2  
B-3  
B-5  
B-8  
J-1-7  
J-1-77  
J-6-1 – J-6-6



- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract  
Change Identification

Contractor  
Proposal Number

NASA/MSFC letter  
Request for Proposal  
PS31-J/AA02C-06-230  
dated November 20, 2006

SAIC proposal SAIC-P-026  
dated December 1, 2006  
and submitted via SAIC letter  
SAIC-06-478 dated  
December 1, 2006

NASA/MSFC letter  
Request for Proposal  
PS31-J/AA02C-06-231  
dated November 22, 2006

SAIC proposal SAIC-P-027  
dated December 6, 2006  
and submitted via SAIC letter  
SAIC-06-483 dated  
December 6, 2006

- I. All other terms and conditions of NNM04AA02C remain unchanged.

## B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06	\$ 94,940,986			\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
TOTAL Base		\$502,172,532		\$22,922,532	\$5,698,818
Option Year 1	1/1/07-6/30/07	\$92,349,467			\$ 5,543,327 AF (\$4,212,929 SF) (\$1,330,398 OF)
Option Year 1	7/1/07 - 12/31/07	\$89,328,327			\$ 5,362,061 (\$4,075,166 SF) (\$1,286,895 OF)
TOTAL Opt. 1		\$181,677,794			\$10,905,388
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$683,850,326		\$22,922,532	\$16,604,206

\* AF denotes Award Fee

\*\* SF denotes Subjective Fee

\*\*\*OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>BASIC PERIOD</b> (January 1, 2004 thru December 31, 2006)				

001****	1	Job	\$502,172,532	\$28,621,350
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			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

\*\*\*\*The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)</b>				

003*	1	Job	\$181,677,794	\$10,905,388 AF (\$8,288,095 SF) (\$2,617,293 OF)
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			Estimated Amount	Maximum Amount
004*/**	1	ID/R	\$0	\$500,000 (Exercised)

\* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.  
 \*\*The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)</b>				

005	1	Job	\$178,377,825	\$10,707,388 AF (\$8,137,615 SF) (\$2,569,773 OF)
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			Estimated Amount	Maximum Amount
006	1	ID/R	\$0	\$500,000 (Unexercised)

(End of clause)

### B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05	\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06	\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
Option Year 1	1/1/07-6/30/07		\$ 5,543,327 AF (\$4,212,929 SF) (\$1,330,398 OF)
Option Year 1	7/1/07 - 12/31/07		\$ 5,362,061 (\$4,075,166 SF) (\$1,286,895 OF)
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

\* AF denotes Award Fee

\*\* SF denotes Subjective Fee

\*\*\*OF denotes Objective Fee

(End of Clause)

#### B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

(b)(4)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$566,709,091. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 23, 2007.

(b) An additional amount of \$31,354,141 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$566,724,247	(\$15,156)	\$566,709,091
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$8,416,453	\$15,156	\$8,431,609
Award Fee Earned	<u>\$22,922,532</u>	<u>\$0</u>	<u>\$22,922,532</u>
Total Sum Allotted*	\$598,063,232	\$0	\$598,063,232

\*The contractor shall not expend an amount greater than the total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 prior to January 1, 2007.

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

- b. Prepare and conduct monthly program management reviews including presentation and discussion of program priorities, project statuses, significant accomplishments, risk management, and problem areas.
- c. Prepare and submit status, progress, and problem information in the Weekly Activity Report in accordance with DRD 974MA-006.
- d. Track official communication with the COTR such as technical direction, requests for information, and transmittals, and provide status concerning all such communications (DRD 974MA-006).
- e. Track monthly export control activities and report in accordance with DRD 974MA-009.
- f. Prepare and submit the Certification of NISN Systems Readiness in accordance with DRD 974MA-011 and participate in flight, mission, program, and system readiness reviews to ascertain systems are ready to support missions, programs, flights, and operational users.
- g. Implement an effective risk management approach to include continuous assessment of what could go wrong, determining what risks are important to address, and implementing risk mitigation strategies that are reasonable and commensurate with the probable adverse effects should a risk occur.
  - 1) This approach shall be consistent with the NPR 7120.5.
  - 2) At the core of this approach is the assignment of risk management responsibilities to the appropriate management level, where there is direct professional involvement and concern over the impact of risks and where identification, mitigation, and reporting activities become an integral component of the contractor's project management planning, budgeting, and execution.
  - 3) The contractor shall utilize management tools, actively participate in recurring risk management meetings, and coordinate with the CIO and customer in the execution of its responsibilities.
  - 4) The contractor shall provide the Risk Management Plan, Analysis, and Tracking Reports in accordance with DRD 974MA-002.

## 2.2 STRATEGIC PLANNING AND TECHNOLOGY EVALUATION

The contractor shall perform systems analysis and planning activities for IT systems. In performance of this function, the contractor shall:

- a. Review and assess the future direction of and developments in IT to ensure architectures and management structures under this contract evolve to take advantage of new product releases (hardware and software), IT innovations, and advances in technology and to retire technologies that are no longer cost effective to operate and maintain. **This includes, but is not limited to, architectures in the areas of institutional and business systems, knowledge management systems, and engineering and mission support systems.**
- b. Evaluate potential equipment and technologies to determine functionality, feasibility, and merit. Utilize modeling, hands-on testing, market surveys, prototyping and pathfinder techniques and invite customer participation in the evaluation process.

- i. Provide design, development, conversion and integration support for MSFC Forms.
- j. Support center and Agency electronic business/knowledge management information resource functions, including Scientific and Technical Information (STI) Program, MSFC Technical Report Server (MTRS), electronic forms, records management, and directives.
- k. **Prepare, scan, and archive documentation, including Exploration Launch Office office memorandums, for the Saturn-Apollo and Space Shuttle Main Engine (SSME) programs.**

## 5.7 AUDIO VISUAL INFORMATION SERVICES

The contractor shall provide centralized management, operations, and production capability for various audio visual information services and products including creation of content, assembly and editing of content, and distribution of content. Audio visual services comprise imaging/photography, television and video, graphics/publications, in-house reproduction, commercial printing procurement, and interactive multimedia. These services include maintenance of existing capabilities, and development or acquisition and implementation of enhancements.

### 5.7.1 Content Creation

The contractor shall provide the capability to create content in a variety of physical and electronic media. In performance of this function, the contractor shall:

- a. Provide still and motion picture photography and videography for documentation of MSFC ceremonies, programs, component tests, special events, and other customer requirements.
- b. Create graphic, publication, and web content including text, tables, charts, illustrations, still and motion images, photo research and caption, technical or creative writing, and animation adhering to all applicable NASA/MSFC procedural and regulatory guidance.

### 5.7.2 Content Assembly

The contractor shall provide capabilities to prepare physical and electronic content for eventual distribution. In performance of this function, the contractor shall:

- a. Provide editing capabilities for video and interactive electronic content.
- b. Provide design, layout, editing, and proofing capabilities for graphics/publications for electronic and physical distribution.
- c. Provide editing, proofing, and preparation of still and motion images for electronic and physical distribution.
- d. Provide live television production for internal distribution on MSFC Centerwide television and NASA TV.
- e. Provide support for streaming live and on-demand video and audio to end-user desktops. This includes such things as video-based training, distance learning, and MSFC Centerwide television.
- f. Provide programming of video, audio, text, animation, and graphic elements for interactive multimedia products and Internet distribution.